

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

BACHMAN SUNNY HILL FRUIT FARMS, INC.,

Petitioner,

vs.

Case No. 1:20-cv-1117

Hon. Janet T. Neff

PRODUCERS AGRICULTURE INSURANCE  
COMPANY,

Respondent.

MOTION TO DISMISS

HELD BEFORE THE HONORABLE JANET T. NEFF, U.S. DISTRICT JUDGE

Grand Rapids, Michigan, Thursday, July 29, 2021

APPEARANCES:

For the Petitioner: JOHN D. TALLMAN  
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For the Respondent: OLIVIA MARCELLA PAGLIA  
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REPORTED BY: MS. MELINDA DEXTER, CSR-4629, RMR, CRR  
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1 Grand Rapids, Michigan

2 Thursday, July 29, 2021

3 At 11:00 a.m.

4 THE CLERK: All rise, please. Court is in session.

5 You may be seated.

6 THE COURT: Good morning, everybody.

7 MR. TALLMAN: Morning.

8 THE COURT: This is the date and time set for a  
9 hearing on the Respondent's motion to dismiss the petition in  
10 this case. And it is Case No. 1:20-cv-1117, Bachman Sunny  
11 Hill Fruit Farms versus Producers Agriculture Insurance  
12 Company.

13 May I please have appearances and introductions.

14 MR. TALLMAN: John Tallman for the Petitioner.

15 THE COURT: Thank you.

16 MS. PAGLIA: Good morning, Your Honor. Olivia Paglia  
17 for Respondent.

18 THE COURT: Thank you.

19 Okay. Mr. Tallman, you're up. You have 15 minutes.  
20 Let's hear what you have to say, and please do come to the  
21 podium.

22 MR. TALLMAN: Yes, Your Honor. Would you --  
23 Your Honor, would you like me to respond to the motion to  
24 dismiss first, or --

25 THE COURT: You know, I've not been well this

1 morning. It's Ms. Paglia who has to get started here.

2 Sorry, Ms. Paglia.

3 MS. PAGLIA: Good morning.

4 THE COURT: Good morning.

5 MS. PAGLIA: This is Producers' motion to dismiss.

6 We are asking the Court to grant our motion. The issues in  
7 this case have been extensively briefed by both sides. I  
8 won't repeat everything in the brief. I'll go over a few key  
9 points and answer any questions that you may have.

10 The Federal Arbitration Act controls this case,  
11 Your Honor. Judicial review is subject to the exclusive  
12 jurisdiction under the FAA. Sorry. I wanted to make sure you  
13 had enough time to write stuff down.

14 Because judicial review is subject to the exclusive  
15 jurisdiction under the FAA, judicial review is limited to the  
16 FFA and subject to those provisions. In this case, the  
17 petition fails to state a claim under the FAA and should be  
18 dismissed for that reason.

19 Furthermore, even if this Court were to find that  
20 there was a claim under the FAA, the three-month time  
21 limitation under Section 12 of the FAA applies and precludes  
22 the petition -- precludes the petition as untimely.

23 Federal case law, including the Sixth Circuit in  
24 *Corey*, has said that the failure to meet the statutory  
25 conditions of time under Section 12 forfeits the right of

1 judicial review of the arbitration award. So we ask for  
2 dismissal with prejudice on those bases.

3 THE COURT: Correct me if I'm wrong, Ms. Paglia, but  
4 I really view this case as -- as a fairly simple construct.  
5 First of all, that the -- the FAA is the controlling law  
6 that's looked to.

7 MS. PAGLIA: Yes. I agree with that, Your Honor.

8 THE COURT: And under the FAA, once an arbitration  
9 has taken place and a ruling has been delivered by the  
10 arbitrator, as has in this case, there are two specific  
11 provisions that apply to two different ways of dealing with an  
12 arbitration award under § 12:

13 If a party, either party, wants to vacate or modify  
14 or correct the award, in some way attack the award, then they  
15 have three months to do that, to file. On the other hand, and  
16 for reasons, obviously, I think -- I think the reasons are  
17 probably pretty clear, but, on the other hand, if one of the  
18 parties seeks to confirm the award, they're happy with the  
19 award -- "We got the award. We liked it, but we aren't in any  
20 hurry to confirm it" -- they have a year to do that,  
21 basically.

22 So that's kind of -- it really seems to me that the  
23 case is that simple.

24 MS. PAGLIA: I agree with you, Your Honor.

25 THE COURT: You have -- you have specific statute

1 sections that apply to specific provisions or actions that an  
2 arbitration -- a party to an arbitration might take, and there  
3 they are.

4 MS. PAGLIA: Correct.

5 THE COURT: And in this case, the Petitioner did not  
6 comply because it didn't file within 30 -- er, within three  
7 months. Fair enough?

8 MS. PAGLIA: Fair enough.

9 THE COURT: Okay. Thank you.

10 MS. PAGLIA: Thank you, Your Honor.

11 THE COURT: Mr. Tallman.

12 MR. TALLMAN: Yes. Thank you, Your Honor. Would  
13 you -- Your Honor, would you like me to address my motion to  
14 amend also?

15 THE COURT: Well, I think -- I think it was granted  
16 yesterday, wasn't it?

17 MR. TALLMAN: Leave to file the motion was granted.

18 THE CLERK: Leave to file the reply was granted.

19 THE COURT: Yeah. Oh, I'm sorry. That's right. We  
20 were dealing with --

21 Well, you can talk about either one. If you want to  
22 talk about leave to -- er, an amended petition, that's fine.

23 MR. TALLMAN: Okay. Thank you. Thank you,  
24 Your Honor. This was an arbitration under the Common Crop  
25 Insurance Policy, Your Honor, the CCIP. Common Crop Insurance

1 Policy is issued under statutes promulgated by USDA generally  
2 and FCIC specifically. The CCIP is a federal regulation that  
3 was adopted by the FCIC, the Federal Crop Insurance  
4 Corporation, Your Honor.

5 In order for the Respondent here to participate in  
6 the crop insurance program, they're required, as a matter of  
7 federal law, to agree to the terms of the CCIP, including  
8 § 20, including § 20(b)(3), and including § 20(c) of the CCIP.

9 Now, the reason I bring that up is that those  
10 sections of the CCIP provide a couple things:

11 § 20 in general in an earlier part of it provides for  
12 nullification of the arbitration award if the arbitrator does  
13 not follow the rules. And here the rules prohibit the  
14 arbitrator from interpreting the -- well, the CCIP or any of  
15 the procedures of the Federal Crop Insurance Corporation,  
16 Your Honor.

17 And, here, our argument and the substance of our  
18 petition is that this arbitrator did not comply. He proceeded  
19 to interpret the CCIP, and he interpreted it incorrectly. And  
20 specifically what he did was to say that the LAM and the LASH,  
21 the Loss Adjustment Manual, and the -- what is the LASH? I've  
22 forgotten. I forget what the LASH is, but these are two  
23 manuals used for adjudicating claims. He said they were not  
24 part of the contract and not part of the insurance policy, and  
25 he's wrong.

1           After his decision -- and, you know, let me back up.  
2           He was required to go to the FCIC and seek what's called --  
3           and seek guidance on this if he had a question about  
4           interpretation, and he did not do that. It's called an FAD, a  
5           -- yeah, FAD. So he did not do that, Your Honor. He did not  
6           seek that -- that -- that guidance from the FCIC. He did not  
7           seek an FAD, and he made the wrong decision.

8           We know that because after the arbitration, we did go  
9           to the FCIC. We did seek an FAD. We received the FAD. The  
10          FAD said, "Yes, the LAM and the LASH are part of the Common  
11          Crop Insurance Policy." And, I mean, clearly the arbitrator  
12          got that wrong. Clearly he interpreted. Clearly under the  
13          terms of the CCIP, that was an improper interpretation --  
14          improper and incorrect interpretation of the Crop Insurance  
15          Policy.

16          Now, to go back to 20(b)(3) and 20(c), under those  
17          provisions of the Common Crop Insurance Policy, Your Honor,  
18          this federal regulation, we've got one year within which to  
19          seek nullification or to confirm, and both parties have one  
20          year, Your Honor, unlike the FAA.

21          So where does that leave us? This -- this argument  
22          that Respondent is making here in court was presented to FCIC,  
23          and FCIC responded, and I quoted some of these comments in the  
24          brief, Your Honor. But in general what FCIC said, in response  
25          to the argument made here in court by the Respondent, that

1 this is all controlled by FAA. You've only got three months  
2 to seek nullification under the CCIP but vacation under the --  
3 under the FAA.

4 The Federal Crop Insurance Corporation said, "No.  
5 That's not correct. You have a separate claim for  
6 nullification under the CCIP. And we're aware of the FAA.  
7 We're aware of it at the time that we adopted --" they're  
8 referencing section 506(r) of the Act that provided for this.

9 And they say under -- I'm quoting here from page 10  
10 of my brief, which quotes this, Your Honor.

11 ...long-standing legal principle  
12 of statutory construction that  
13 states that later in time  
14 statutes preempt earlier enacted  
15 statutes.

16 So that's the FCIC's interpretation of this,  
17 Your Honor, and I respectfully submit that the FCIC is  
18 correct.

19 Now, to go on to my motion to amend, I am not  
20 conceding that we do not have a separate claim for  
21 nullification. I am not conceding that. I believe we do have  
22 a separate claim for nullification for the reasons that I've  
23 stated. And I believe under the terms of the CCIP we've got  
24 one year to bring that claim in, and we did. But in order to  
25 make moot this motion to dismiss, I sought to amend. And I



1 sought to amend under Rule 15 of the federal rules,  
2 Your Honor.

3 Under Rule 15, leave is to be freely granted when  
4 justice so requires. Rule 15 provides that in a situation  
5 like this, that the claim that I stated under the FAA, which  
6 is a claim that the arbitrator exceeded his powers, and you  
7 can't get there under the FAA without also incorporating the  
8 CCIP because -- you know, the arbitrator exceeded his powers  
9 because he did not comply with the CCIP. He did not follow  
10 the rules. He interpreted the insurance policy himself  
11 incorrectly.

12 So under Rule 15, this proposed amendment,  
13 Your Honor, relates back to the time of filing. And under --  
14 we tried to find as much federal case law as we could,  
15 Your Honor, regarding this issue in response to Defendant's  
16 argument. The Defendant has argued that, "Oh, no, Mr. Tallman  
17 is mistaken about this once again because we found a case from  
18 Nebraska that says that in a situation like this, the FAA  
19 section," and I think it's § 12, "that provides for three  
20 months for seeking vacatur under the FAA, that's  
21 jurisdictional," the Nebraska court said.

22 Well, there are a whole bunch of -- I can't say a  
23 whole bunch. I cited every federal case that I could find  
24 that says that's not true; that it's not jurisdictional. That  
25 limitation's period in the FAA is not jurisdictional.

1           And I think perhaps the best argument that it's not  
2       jurisdictional is that the Supreme Court has repeatedly  
3       ruled -- United States Supreme Court has repeatedly ruled that  
4       the FAA itself is not jurisdictional. It's an anomaly in  
5       federal statutes. It does not confer jurisdiction on the  
6       Court. You need an independent ground for jurisdiction in  
7       order to bring a claim under the FAA, Your Honor.

8           And so for that reason I think that *Karo* case from  
9       Nebraska is wrongly decided. Of course, it's not precedent  
10      for this Court. I mean, the Nebraska state court was  
11      interpreting federal law.

12          We've got several federal cases, including from  
13      Judge Quist here that -- actually, Judge Quist's ruling was on  
14      point with respect to this, that, yes, the parties can agree  
15      to amend that FAA three-month limitation's period, and here we  
16      did. I mean, the insurance company here, the Respondent, had  
17      to agree in order to comply with federal law in order to issue  
18      and offer this insurance policy to my client, Your Honor.

19          So, what's the other argument? Oh. The other  
20      argument that they make is that somehow they're saying that  
21      the CCIP, these two sections of the CCIP, 20(b)(3) and 20(c),  
22      are somehow consistent with the FAA three-month limitation  
23      period. Well, no, they aren't. I mean, one only has to read  
24      the CCIP, these two sentences from these two sections of the  
25      CCIP, to see that one year is provided for nullification or

1 for confirmation of an arbitration award, unlike the FAA that  
2 provides only three months for a vacation of an arbitration  
3 award.

4 So they're not consistent. There is no way that they  
5 can be somehow, you know, made to be consistent. They simply  
6 are not. They're in conflict with each other. And I  
7 respectfully suggest that the best way to -- to deal with this  
8 issue that's been raised by the Defendant is to recognize  
9 that, yes, we do have a separate claim for nullification under  
10 the CCIP. And even if we don't, you know, this amendment  
11 should be allowed to bring the claim within the FAA for the  
12 reasons I've said, Your Honor.

13 THE COURT: Anything further?

14 MR. TALLMAN: No.

15 THE COURT: Thank you.

16 MR. TALLMAN: Thank you.

17 THE COURT: Ms. Paglia, any rebuttal?

18 MS. PAGLIA: Yes, Your Honor. Just two quick points.  
19 I would reiterate, as in our briefing, we do not believe there  
20 is a separate claim for nullification under the CCIP.  
21 Everything is subject to the exclusive jurisdiction of the  
22 FAA, and we also believe that the Sixth Circuit case, *Corey*,  
23 is binding and shows -- and that states that there is -- the  
24 statutory precondition of timely service of notice forfeits  
25 the right to judicial review. So we believe that the motion

1 for leave to amend is futile on that basis.

2 THE COURT: Thank you, Ms. Paglia.

3 Well, let's deal with that first. I do believe that  
4 the Respondent's argument with regard to the amendment of --  
5 the proposed amendment to the petition is well taken. I think  
6 that -- it would essentially be futile because it really  
7 simply reiterates the argument that has already been made.

8 And to suggest that there is some additional way to  
9 undermine an arbitrator's agreement outside of the provisions  
10 of the FAA is simply not supported by any persuasive  
11 authority. I think that, again, if -- even if the amendment  
12 were allowed, the petition would still be susceptible of a  
13 successful motion to dismiss for failure to state a claim on  
14 account of the three-month period not having been observed  
15 under the FAA.

16 Now, getting back to the case itself as it initially  
17 presented itself. For background -- and these are facts taken  
18 from the petition filed by Bachman -- Bachman is an Ohio  
19 corporation, and the Respondent, Producers Agriculture  
20 Insurance Company, is an Illinois corporation. And they had a  
21 policy of crop insurance for the 2017 growing season.

22 Now, we've heard this acronym CCIP, which stands for  
23 the Common Crop Insurance Policy, and that is codified at  
24 757.8, and it provides for judicial review pursuant to  
25 paragraphs 20(b)(3) and 20(c) of the Act.

1           In 2017, Bachman suffered damage to its apple crop,  
2           which apparently the Respondent recognized and paid at least a  
3           portion of, which Bachman obviously determined was inadequate.  
4           So Bachman, as it properly should have, initiated arbitration  
5           proceedings as it was required to do under paragraph 20 of the  
6           CCIP.

7           The claim was arbitrated in February of 2020. In  
8           March of 2020, the arbitrator issued an award denying  
9           Bachman's claims in their entirety. After the award was  
10          issued, a request for a final agency determination was made to  
11          the Federal Crop Insurance Corporation.

12          Now, under § 12, which we've heard about here this  
13          morning, of the FAA, and that's 9 U.S.C. § 12, quote, "Notice  
14          of a motion to vacate, modify, or correct an award must be  
15          served upon the adverse party or his attorney within three  
16          months after the award is filed or delivered," unquote.

17          And that's what I spoke of originally with  
18          Ms. Paglia. No motion to do so, to vacate, modify, or  
19          correct, or in any way attack the validity of the arbitration  
20          award was made within three months, which would have been --  
21          the date for the cutoff there would have been June 20, 2020.

22          Then in November of 2020, Bachman initiated this case  
23          by filing a petition to nullify the arbitration award alleging  
24          that the arbitrator violated 7 C.F.R. 457.8 in making his own  
25          interpretations of the insurance policy rather than requesting

1 a policy interpretation from the FCIC.

2 In lieu of filing an answer, the Respondent, Pro Ag,  
3 filed this motion to dismiss, Bachman has filed an opposition,  
4 and Pro Ag filed a reply. As we've heard again this morning,  
5 in June of this year, 2021, Bachman filed a motion for leave  
6 to amend, seeking to add a claim to vacate the award under the  
7 FAA, and Pro Ag, in due course, filed a response in  
8 opposition. And we are here to determine the outcomes of  
9 those two matters: The motion by Producers to dismiss, and  
10 I've already ruled on the motion of Bachman to amend.

11 The threshold question, I think, and one that  
12 Mr. Tallman makes a valiant effort to avoid, really, is  
13 whether the FAA controls this action. And the Respondent, Pro  
14 Ag, makes its argument quite forcefully, I think, that the  
15 petition filed on behalf of Bachman doesn't state a claim  
16 under the FAA because the FAA provides the exclusive remedy  
17 for judicial review of arbitration awards issued pursuant to  
18 the CCIP, and the petition fails to plead a cause of action  
19 under the FAA.

20 They also argue that Bachman has misconstrued the  
21 holding in *Farmers Mutual Hail Insurance Company of Iowa v.*  
22 *Miller*, and that case is at 366 F. Supp. 3d 974, a Western  
23 District of Michigan case from 2018, in that the CCIP does not  
24 permit a separate cause of action apart from the FAA.

25 In written response, Bachman argued that the cases

1 cited by Pro Ag don't support its argument that § 20 of the  
2 CCIP must be negated. Specifically, Bachman argues that  
3 consistent with *Miller*, a motion to nullify under 457.8 in §  
4 20(c) constitutes grounds for relief separate and distinct  
5 from a motion to vacate under the FAA.

6 Pro Ag responded to that arguing that the idea that  
7 there is a separate and independent cause of action for  
8 nullification is simply not accurate. The *Miller* case merely  
9 recognizes that the FCIC alone can nullify an arbitration  
10 award if the FCIC determines that the arbitrator improperly  
11 made a policy or procedure interpretation emphasizing that the  
12 *Miller* case does not provide authority for Bachman to seek  
13 nullification from this Court. And I think that -- I think  
14 that's a little bit where Bachman gets off the rails a bit.

15 As Mr. Tallman has pointed out, and as I have found  
16 out in dealing with these cases over the years, not that there  
17 have been very many of them, but the procedures and the rules  
18 by which these arbitration decisions and these actions under  
19 the CCIP can be pursued are very specific and circumscribed.

20 And what the Respondent points out here and what I  
21 think is correct, is that the *Miller* case relied on by the  
22 Petitioner, Bachman, simply doesn't provide authority to seek  
23 nullification here in the United States District Court.

24 The Federal Arbitration Act is -- enacted pursuant to  
25 authority under the commerce clause provides, quote, "A

1 written provision in a contract evidencing a transaction  
2 involving commerce to settle by arbitration a controversy  
3 thereafter arising out of such a contract or transaction, or  
4 the refusal to perform the whole or any part thereof, or an  
5 agreement in writing to submit to arbitration an existing  
6 controversy arising out of such contract, transaction, or  
7 refusal, shall be valid, irrevocable, and enforceable, save  
8 upon such grounds as exist at law or in equity for the  
9 revocation of any contract," close quote, 9 U.S.C. § 2.

10 In the Sixth Circuit once an arbitration is conducted  
11 under a valid contract -- arbitration contract, which I think  
12 everybody agrees is the case here, the FAA provides the  
13 exclusive remedy for challenging acts that taint an  
14 arbitration award. See *Decker v. Merrill Lynch*, 205 F.3d 906,  
15 at 909, a 2000 Sixth Circuit case which quotes the *Corey* case  
16 noted by Ms. Paglia, *Corey v. New York Stock Exchange*, 691  
17 F.2d 1205, at 1212, a 1982 Sixth Circuit case.

18 Here, the parties' insurance policy is a written  
19 contract that, quote, "evidences a transaction involving  
20 commerce," close quote. Both statutory requirements being  
21 met, my holding is that the FAA controls this action.

22 And there are other district courts that have found  
23 FCIC insurance contracts subject to the FAA:

24 *Great American Insurance Company v. Moye*, 733 F.  
25 Supp. 2d 1298, at 1302, from the Middle District of Florida



1 from 2010.

2 *In re 2000 Sugar Beet Crop Insurance Litigation*, 228  
3 F.Supp.2d 992, at 995 from the Middle District of Alabama in  
4 2002.

5 And *Nobles v. Rural Community Insurance Services*, 122  
6 F.Supp.2d 1290, from the District of Minnesota in 2002 [sic].

7 Then the question becomes whether the petition should  
8 be dismissed as untimely and whether the amendment, the  
9 proposed amendment, would make a difference in that regard.  
10 In its written submissions, the Respondent made, essentially,  
11 two arguments that we discussed when Ms. Paglia argued.

12 First, that relying on the *Corey* case, the petition  
13 should be dismissed because it was untimely; an untimely  
14 motion to vacate, modify, or correct the award as mandated by  
15 § 12 of the FAA, and here again I think it's important to note  
16 the specificity with which we are dealing with the FAA and its  
17 provisions involving timeliness.

18 The second argument that the Respondent makes is that  
19 the one-year time limitation in 20(b)(3) just reflects a one-  
20 year time limit to seek confirmation of an award provided by  
21 the FAA at 9 U.S.C. § 9. And it's -- I think it's easy to  
22 ride over that -- those specific provisions and what they  
23 provide in terms of periods of limitation. 20(b)(3) of the  
24 Common Crop Insurance Policy is consistent with and doesn't  
25 supercede the separate three-month jurisdictional time

1 requirement for motions to vacate, modify, or correct under  
2 the FAA.

3 It really seems to me that in drafting this  
4 legislation, the drafters were very mindful of what they were  
5 doing in setting forth a three-month limitation in which a  
6 disgruntled party could attack an award, and, on the other  
7 hand, a one-year limitation in which a party that was  
8 satisfied with an arbitration award could move to confirm it.

9 Now, Bachman argues and has argued that its proposed  
10 claim under the FAA is timely because the parties agreed to a  
11 one-year period for seeking judicial review, which then  
12 extended the three-month FAA filing period. And that  
13 argument's been made again here not only in Mr. Tallman's  
14 written submissions but also in argument.

15 My ruling is that the petition is properly dismissed  
16 because Bachman has forfeited their right to judicial review  
17 of the award. And, again, we have to really dot the I's and  
18 cross the T's when we rule on this. § 12 of the FAA requires  
19 that the notice of a motion to vacate, modify, or correct,  
20 that is attack an award, must be served on the adverse party  
21 or his attorney within three months after the award is filed  
22 or delivered. And there is no question that that is what  
23 Bachman seeks to do here; to attack the award.

24 The Sixth Circuit has held that, quote, "Failure to  
25 comply with the statutory precondition of timely service of

1 notice forfeits the right to judicial review of the award."

2 And that's the *Corey* case, 691 F.2d at 1212. The argument to  
3 the contrary fails because the FAA provides its exclusive  
4 remedies for seeking to nullify the arbitration award.

5 The opposition has relied on a case, *International*  
6 *Brotherhood of Teamsters General Teamsters Local 406 v.*  
7 *FiveCap, Inc.*, which was Judge Quist's case mentioned by  
8 Mr. Tallman. And there Judge Quist did expressly indicate  
9 that in *FiveCap* that neither party cited any case addressing  
10 whether the three-month time limit in § 12 is jurisdictional  
11 or merely a statute of limitations. He reached his conclusion  
12 that the three-month time period could be extended in the  
13 absence of any persuasive authority or argument to the  
14 contrary.

15 Finally, I do agree with the Respondent, Pro Ag, that  
16 the time limitation provided for in 20(b)(3) of the CCIP does  
17 not alter the three-month time limitation in 9 U.S.C. § 12 but  
18 is consistent with the one-year time limit to seek judicial  
19 confirmation of an award under the FAA, and again emphasizing,  
20 to seek judicial confirmation.

21 Because both the original and proposed amended  
22 petitions are untimely under the FAA, Bachman's amendment  
23 would be futile, as I indicated earlier. Leave to amend is  
24 properly denied.

25 And the motion by Pro Ag to dismiss the petition is

1 granted. An order and judgment will issue in due course.

2 Is there anything further, Mr. Tallman?

3 MR. TALLMAN: No. Thank you, Your Honor.

4 THE COURT: Thank you. Ms. Paglia?

5 MS. PAGLIA: No. Thank you, Your Honor.

6 THE COURT: Thank you, both. We're adjourned.

7 THE CLERK: All rise, please. Court is adjourned.


8 (At 11:40 a.m., the matter was

9 concluded.)

10 \* \* \* \* \*

11 *REPORTER'S CERTIFICATE*

12 I, Melinda I. Dexter, Official Court Reporter for  
13 the United States District Court for the Western District of  
14 Michigan, appointed pursuant to the provisions of Title 28,  
15 United States Code, Section 753, do hereby certify that the  
16 foregoing is a full, true, and correct transcript of the  
17 proceedings had in the within entitled and numbered cause on  
18 the date hereinbefore set forth; and I do further certify  
19 that the foregoing transcript has been prepared by me or  
20 under my direction. WITNESS my hand this date,  
21 August 3, 2021.

22   
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